

COLLECTIVE BARGAINING AGREEMENT

Between

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
(Representing OPR Investigators, OPR Senior Investigators and
OPR Administrative Assistants)**

And

**COUNTY OF COOK/SHERIFF OF COOK COUNTY
(As Joint Employers)**

December 1, 2017 through November 30, 2020

Effective upon Approval by the Cook County Board of Commissioners

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County, Joint Employers of employees covered by this Agreement, (hereinafter collectively referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Labor Council").

ARTICLE I RECOGNITION

Section 1.1. Representative Unit:

The Employer recognizes the Labor Council as the sole and exclusive representative for all the bargaining union, including all Investigators, Administrative Assistants, and Senior Investigators employed by the County of Cook and the Cook County Sheriff's Department in the Office of Professional Review. The unit excludes Cook County Police Officers of any rank, all other employees employed by the County of Cook and Cook County Sheriff's Department in the Office of Professional Review.

As used throughout this Agreement, the term "employee" shall mean someone employed in the following titles in the Office of Professional Review: Senior Investigator, Investigator and Administrative Assistant, which are covered by the Agreement.

Section 1.2. Labor Council Membership:

The Employer does not object to Labor Council membership by its employees, and believes that certain benefits may be gained from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Labor Council if he/she timely tenders the dues and initiation fee (if any) required as a condition of membership.

The Employer shall provide the Labor Council an opportunity to present the benefits of Labor Council membership to newly appointed bargaining unit members.

Section 1.3. Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Labor Council and the Employer (attached herein as Appendix D), the Employer shall deduct from the wages of the employees the monthly dues and initiation fee (if any) required as a condition of membership in the Labor Council and shall forward such amount to the Labor Council within thirty (30) calendar days after close of the pay period for which the deductions are made. The Labor Council shall set the amounts deducted. The Employer shall retain a \$.05 service fee for each deduction made on behalf of the Labor Council.

Section 1.4. Indemnification:

The Labor Council shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an

incorrect deduction is made, the Labor Council shall refund any such amount directly to the involved employee.

ARTICLE II NON-DISCRIMINATION

Section 2.1. Non-Discrimination:

The Employer and the Labor Council agree that neither shall discriminate in employment matters by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, sexual orientation or disability, voluntary membership or non-voluntary membership in the Labor Council. No bargaining unit member shall be transferred, assigned, reassigned or have their duties changed for reasons prohibited by this section.

Any transfer of a bargaining unit member cannot be based upon their protected Labor Council activity under this Agreement or under the law.

The Employer shall continue to provide equal employment opportunity and apply equal employment practices for all bargaining unit members.

ARTICLE III EMPLOYER AUTHORITY

Section 3.1. Employer Rights:

The Labor Council recognizes that the Employer has the full authority and responsibility for directing its operation and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer's rights include, but are not limited to:

- A. the exclusive right to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. the exclusive right to hire, transfer, and promote; discipline, suspend or discharge employees for just cause.
- C. to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties; as well as the right to determine reasonable work productivity, performance and evaluation standards.

- D. the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services which do not replace bargaining unit positions (this shall not prevent the Employer from reducing the work force based on cancellation of contracted police services to local communities, or other justifiable reasons).
- E. the right to make, publish and enforce reasonable general orders, rules and regulations; and, the Employer has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, which are not inconsistent with Section 4.2 of this Agreement.
- F. the right to enter into mutual aid and assistance agreements with other units of government.
- G. the right to establish standards governing the levels of force, including deadly force that can be used.
- H. The Employer has the right to take any and all actions as maybe necessary to carry out the duties and responsibilities of the Employer in situations of civil emergency as may be declared by the Employer. It is the sole discretion of the Employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions or other circumstances beyond the control of the Employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities; provided that no right enumerated in this Section shall diminish the Labor Council's right to grieve in accordance with the provisions of this Agreement.

Section 3.2. Employer Obligations:

The Labor Council recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

**ARTICLE IV
UNION RIGHTS**

Section 4.1. Grievance Processing and Contract Administration:

Only the aggrieved employee(s) and/or Representatives of the Labor Council may present grievances. Duly authorized Representatives of the Labor Council and/or the local Bargaining Committee will be permitted, at reasonable times, to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These Representatives will be identified to the Sheriff or his designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Sheriff or his designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Labor Council will not abuse this privilege, and such right of entry shall at all times be subject to general Sheriff's Department rules applicable to non-employees. Said approval shall not be denied arbitrarily or capriciously or without cause.

The Labor Council will advise the Employer in writing of the names of the Bargaining Committee members with the Employer and shall notify the Employer promptly of any charges. Upon obtaining approval from their supervisor, before leaving their work assignment or area, Bargaining Committee members will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Department are not adversely affected. In all cases the primary mission of the Department and proper manpower considerations shall be controlling.

Section 4.2. Bargaining Unit Members Structure:

In the event the Employer wishes to re-classify any bargaining unit position, the Employer shall make written notification to the Labor Council at least sixty (60) days prior to implementation; the Labor Council reserves the right to file a demand to bargain over the impact and effect of such proposed change, with any impasse resolved in accordance with the provisions of this Agreement.

It is understood and agreed that the Employer's right to reclassification as defined in Article III Section 3.1 (E) shall not be used for the purpose or intention of undermining the bargaining unit.

**ARTICLE V
GRIEVANCE PROCEDURE**

Section 5.1. Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees.

Section 5.2. Definition:

A grievance is a difference between an employee or the Labor Council and the Employer with respect to discipline, the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement. A grievance shall not include insurance disputes between employees or their dependents and the claims processor; provided said disputes are covered by a separate appeals process. However, discipline may be grieved as outlined in Section 5.3 of this Agreement. The Labor Council will send copies of grievances appealed at step Three to the County's Chief of Human Resources or his designee and the Sheriff/designee. It is recognized that because a Joint Employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by County Administration, depending on the subject of the grievance.

Only the aggrieved employee(s) and/or Representatives of the Labor Council may present grievances. Employees may take up grievances through Steps 1 to 3 either individually or with representation by the Labor Council. If an employee takes up a grievance without Labor Council representation, any resolution of the grievance shall be consistent with this Agreement and the Labor Council representative shall have the right to be present at such resolution meetings. A grievance relating to all or a substantial number of employees or to the Labor Council's own interests or rights with the Employer may be initiated at Step 2 by the Labor Council representative.

Without diminishing or compromising the rights of the Employer under Section 4 of the IPLRA and Article III of this Agreement to promulgate work rules or general orders, it is understood by the parties that the Labor Council may file and arbitrate a grievance under Article V, challenging as unreasonable, changes in existing or new work rules, assignments or general orders, which establish Department-wide standards or procedures and which have as their primary subject wages, hours and terms and conditions of employment. The parties further understand that in any such arbitration preceding the Labor Council has the burden of establishing that the challenged work rules or general order is unreasonable.

It is further understood that the hiring and promotion of employees are not subject to the grievance procedure.

Section 5.3. Grievance Procedure Steps:

A grievance shall be filed at or above the level from which the aggrieved action originated. Grievance must be submitted on an approved Grievance Form, (attached herein as Appendix D). The steps and time limits (shown as calendar days) as provided in the Employer's Grievance Procedure is as follows:

Step	Submission Time Limit (Calendar Days)	To Whom Submitted	Time Limits Meeting (Calendar Days)	Response Time (Calendar Days)
1	10 days	Assistant Executive Director/Designee	7 Days	7 Days
2	10 days	Executive Director or Chief of Human Resources	21 Days	21 Days
3	30 days	Arbitrator	As scheduled	30 Days

At each Step of the Grievance Process the Employer must issue a written response within the required time limit. If the answer is satisfactory or if the employee fails to advance the grievance within the required time limit after the answer is issued or due, the grievance procedure is concluded.

It is understood that all disciplinary matters may be appealed through the grievance procedure in this Agreement.

Section 5.4. Time Limits:

The initial time limit for presenting a grievance shall be ten (10) days and the same limit shall apply to the submission times at Steps 2. The scheduling of an arbitration hearing shall be governed by mutual agreement with the arbitrator. An arbitrator's award shall be submitted to the

parties within thirty (30) days of the close of the hearing. Time limits may be extended by mutual agreement, in writing, between the employee and/or the Labor Council and the Employer.

Section 5.5. Discovery:

Upon written request by the employee, or his/her authorized representative, the Employer shall provide discovery information requested prior to Step 2 meeting; however, the Employer may delete "confidential" information which he/she deems to be sensitive for release at that stage of the proceedings; however, all information regardless of its' sensitivity shall be released to the Union in the event of an arbitration hearing.

Section 5.6. Impartial Arbitration Procedure:

Only the FOP Labor Council may request arbitration under this Agreement. If the Labor Council is not satisfied with the Step 2 answer to a grievance involving an alleged violation of the contract or transfer, it shall within thirty (30) days after receipt of the Step 2 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. The Labor Council and Employer shall attempt to reach an agreement on an arbitrator within ten (10) days after filing for arbitration. If the Labor Council and Employer fail to reach agreement on an Arbitrator within ten (10) days, the Employer and the Labor Council may request the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within seven (7) days of receipt of the arbitration panel to alternately strike one (1) name at a time from the panel until only one (1) name remains; the remaining name shall be the arbitrator. The party striking first shall be determined by a toss of the coin. The Labor Council and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay.

In fashioning he/her award in discipline grievances, the arbitrator shall determine whether there was just cause to impose the discipline; and, may sustain the discipline imposed by the Employer, reduce the discipline (including reduction to a reprimand), including the application of options granted or denied with regard to the discipline, or exonerate the employee; but, in no event shall the Arbitrator have authority to increase disciplinary action in question. The Arbitrator shall issue a written decision within thirty (30) days after close of the hearing, or the submission of post-hearing briefs (if applicable), whichever is later.

All decisions of the Arbitrator shall be final and binding on the parties.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Labor Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in issuing his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the Labor Council. The Arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE VI EMPLOYEE RIGHTS

Section 6.1. Discipline Investigation:

The Employer shall not take any disciplinary action against an employee without just cause. Administrative Assistants, Investigators and Senior Investigators covered by the terms of this Agreement shall be afforded all of the rights enumerated by the Uniformed Peace Officers Disciplinary Act (Bill of Rights) 50 ILCS 725/1 et seq. In addition, employees who are subject to investigation which may lead to discipline shall be afforded all of the rights and privileges granted under *Weingarten v NLRB*, 420 US 251 (1975), 43 L. Ed.2d 171, 95 Ct 959 and *Morgan v Central Management Services*, ISLRB (1 PERI 2020).

An employee may not be de-deputized or have his star taken from him during the course of an investigation when no disciplinary action has yet been taken.

Random testing under the Sheriffs Drug Free Workplace Policy shall not be subject to the provisions of 50 ILCS 725/1, et seq or the rights and privileges granted under *Weingarten v. NLRB*, 420 US 251 (1975), and *Morgan v. Central Management Services*, ISLRB (1 PERI 2020).

Section 6.2. Corrective and Progressive Discipline:

The Labor Council and the Employer agree that discipline should be timely, corrective and progressive, accompanied by counseling where appropriate. It is understood that the employees are subject to general orders, rules and regulations of the Department.

An employee may be temporarily reassigned while under investigation for alleged wrongdoing. Such reassignment shall not be indicative of any guilt.

It is recognized that the Employer has the right to transfer or reassign employees for just cause.

ARTICLE VII LABOR-MANAGEMENT MEETINGS

Section 7.1. Labor-Management Meetings:

For the purpose of conferring on matters of mutual interest, which are not appropriate for consideration under the grievance procedure, the Labor Council and the Employer agree to meet on a quarterly basis, if necessary, or more often if necessary and by mutual agreement, through designated representatives, at the request of either party and at mutually agreed upon dates, times and locations. The Labor Council and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. This provision is not intended in any way to preclude informal discussions or meetings among the parties. The Employer retains the right to limit the number of on-duty personnel in attendance, based on manpower considerations.

Section 7.2 Union and County Meetings Respecting Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

**ARTICLE VIII
SENIORITY**

Section 8.1. Definition of Seniority:

For purposes of the Article, seniority in the bargaining unit is defined as an employee's length of service based on their time in position within the defined bargaining unit; however, for purposes of earned benefits and pension, the employee's seniority shall be defined as the length of most recent continuous employment with either the County of Cook and/or the Cook County Sheriff's Office. Seniority within the bargaining unit shall be established based on date of appointment. In the event of a tie between two or more bargaining unit members, seniority shall be determined by use of the County identification number, with the lowest number having greatest seniority.

Section 8.2. Seniority List:

As soon as possible, the Employer will furnish the Labor Council with a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Sheriff shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Labor Council from that time forth and forever. The Employer will furnish the Labor Council with monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Labor Council until a subsequent list is furnished by the Employer as provided herein provided that, no changes in the hiring dates furnished in the original list will be permitted. An employee's seniority, and their position on the seniority list, may be adjusted if accrual of seniority stops during a leave of absence or other absences referenced in Article 9 of this Agreement.

Section 8.3. Probationary Period:

The probationary period for newly appointed Investigators shall be one (1) year from the date of appointment.

Section 8.4. Application of Seniority:

A. Application:

The seniority list shall govern in the selection of vacations or other time off selections in accordance with the provision of this Agreement. Seniority shall be considered when making employee requested assignments and vehicle assignments.

B. Regularly Scheduled Overtime:

1. Overtime scheduled at least seven (7) days in advance will be offered to employees on the basis of seniority and will be equitably distributed among employees who request such work.

Each employee shall be selected in turn according to his or her place on the seniority overtime list, by rotation.

2. An employee requesting to be skipped when it becomes his/her turn to work overtime scheduled at least seven (7) days in advance will be rotated to the bottom of the seniority list. An employee who works overtime scheduled at least seven (7) days in advance will be placed at the bottom of the overtime seniority list once the overtime is received.
3. Overtime scheduled seven (7) days in advance may be denied to an employee for just cause.
4. In cases of emergency the Sheriff, or his designee, may assign the overtime work to any bargaining unit members who are immediately available.

Section 8.5. Reduction in Work Force. Layoff and Recall:

Should the Employer determine that it is necessary to decrease the number of employees within the job classification of the bargaining unit, due to lack of funds or lack of work, the employees to be laid off in that classification shall be removed in inverse of order of seniority (e.g. last hired, first laid-off). Affected employees and the Labor Council shall be given notice thereof at least two (2) weeks prior to the effective date of such lay-off. Employees laid off as a result of this procedure shall be subject to recall in order of seniority, before any new employees are hired or promoted into the job classification held by them at the time of the reduction in force. In the event of a layoff, all Sworn/Merited staff will be placed back into their original Department within the Sheriff's office, once a vacancy exists.

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

Section 8.6. Termination or Suspension of Seniority:

An employee's seniority with the Employer shall be suspended or terminated, as may be appropriate, upon the occurrence of the following:

A. Resignation or retirement:

- B. Discharge for just cause;
- C. Absent for three (3) consecutive work days, without notification during such period to the department head or a designee, of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
- D. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- E. Failure to notify the Sheriff/Designee in writing within ten (10) calendar days of the employee's intent to report for work upon recall from layoff, or failure to report for work within ten (10) calendar days, after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Department Personnel Office;
- F. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff/Designee in writing;
- G. Absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service from when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absence from work because of illness or injury covered by duty disability or ordinary disability benefits.

Section 8.7. Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the American's with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all reasonable steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or any other applicable statute.

Grievances filed in reference to this Section shall begin at Step 2 of the Grievance Procedure.

Section 8.8. Family and Medical Leave:

Employees shall be granted family medical leave in accordance with the Family Medical Leave Act. Any employee granted a family and medical leave must use eighty (80) hours of available benefit time such as sick, vacation, personal and compensatory time when invoking FMLA. Employees may opt to be put into zero (0) time status until all accrued benefit time has first been used when on an approved Family Medical Leave.

Section 8.9. Contract Copies Supplied:

The parties shall agree upon an electronic format for the collective bargaining agreement, which shall be the definitive version of the Agreement. The County shall be under no obligation to make, distribute or pay for paper copies of the Agreement.

Section 8.10. Residency:

The purpose of the residency requirement encourage each Cook County employee to maintain a personal commitment to his or her domicile in Cook County and thereby assure all residents and taxpayers that employees share in the responsibility of investing in the future of the County.

Residency requirement for all Cook County employees: The County shall only employ persons who maintain their actual residence in the County throughout their employment. Wages, salary and employee benefits may only be paid to persons residing in the County. Any new employee shall have six (6) months from the date of hire to establish actual residency in Cook County.

Exemption: Grandfather clause. All present County employees who were hired on or before December 1, 2018 are exempt from the provisions of the residency requirements of this section.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 9.1. Regular Leave:

Leaves of absence without pay for Investigators or Administrative Assistants shall be granted in compliance with the Rules and Regulations of the Employer.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 9.2. Seniority on Leave:

An Investigator or Administrative Assistant on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits or additional seniority during such period (except as may be otherwise provided in the County's Pension Plan), if such leave is in excess of thirty (30) days; except that leaves granted under the Family Medical Leave Act shall be exempt and pension and seniority shall continue.

Section 9.3. Retention of Benefits:

An Investigator or Administrative Assistant will not earn sick pay or vacation credits while on an unpaid leave of absence except for leaves granted under the Family Medical Leave Act. An Investigator or Administrative Assistant on an unpaid leave of absence except for leaves granted under the Family Medical Leave Act will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deduction or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 9.4. Military Leave

Employees who enter the armed services of the United States, or who are members of the National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to all rights and privileges conferred by any applicable federal or state law.

Section 9.5. Approval of Leave:

No request for a leave, as defined in of this Article, will be considered unless approved by the Sheriff or his designee. The Sheriff or his designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of the Employer's business. Approval of leaves of absence will not be unreasonably denied, providing that the reasons for the leave are in conformance with the existing policies or applicable laws regarding leaves of absence.

Section 9.6. Veteran's Conventions:

Any Investigator or Administrative Assistant who is a delegate or alternate to a National or State convention of a recognized veteran's organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave with pay must meet the following conditions:

- A. The employee must be a delegate or alternate to the convention as established in the by-laws of the organization.
- B. They must register with the credentials committee at the convention headquarters.
- C. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
- D. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
- E. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

ARTICLE X CONTINUITY OF OPERATIONS

Section 10.1. No Strike:

The Labor Council will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 10.2. Labor Council Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Labor Council has not sanctioned, the Labor Council shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Employer in writing that such action has not been caused or sanctioned by the Labor Council;
- C. Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 10.3. Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Labor Council on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 10.4. No Lock-Out:

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 10.5. Reservation of Rights:

In the event of any violation of this Article by the Labor Council or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE XI TRAINING AND EDUCATION

Section 11.1. Available Training:

All appropriate courses and training programs available through the County will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of not less than ten (10) working days prior to the course or program opening for application. The Employer agrees to provide all appropriate training to all personnel commensurate with their duties and responsibilities; and, further agrees to continuously update such training in order that the employees may develop the skills, knowledge and abilities needed in the performance of their official duties.

ARTICLE XII MISCELLANEOUS

Section 12.1. Health and Safety:

The Employer will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The Employer also appreciates suggestions from employees concerning health and safety matters, and will meet periodically with the Labor Council to discuss same.

Section 12.2. Bulletin Boards:

The Employer will make bulletin boards available for the use of the Labor Council and the Fraternal Order of Police in non-public locations; the Labor Council may, at its own expense, erect its own separate bulletin boards in location agreed to by the Employer. The Labor Council and the FOP will be permitted to have posted on these bulletin boards notices of a non-controversial nature, and shall submit a copy of them to the Sheriff or his designee for approval.

There shall be no distribution or posting of Labor Council authorized advertising or political material, notices or other kind of literature on the Employer's property other than herein provided.

Section 12.3. Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 12.4. Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer also reserves the right to enter into mutual aid and assistance agreements with other units of government. The Employer agrees not to sub-contract bargaining unit work or replace bargaining unit employees. This provision is not intended to prevent the Employer from

reducing the work force in the event mutual aid or police service provided by the Employer to other governmental entities cease.

In the event bargaining unit positions will be affected, the Employer will advise the Labor Council at least three (3) months in advance of such contemplated changes and will discuss such contemplated changes with the Labor Council, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Labor Council in making every reasonable effort to place adversely affected employees into other bargaining unit positions. The Labor Council reserves all rights granted by this Agreement and the Act.

Section 12.5. Credit Union:

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, and remit payments to the Credit Union.

Section 12.6. Personnel Files:

Upon written request to the Department Personnel Office, an employee, or his/her Labor Council Representative (with written authorization from the affected employee) may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

Section 12.7. Drug Testing:

The Joint Employers and the Labor Council agree to the provisions of the Sheriff's Drug-Free Workplace Policy Court Services Department General Order 1002.2 attached herein and made a part of this Labor Agreement, as Appendix E. No other drug policy may be substituted without discussion between the parties.

Section 12.8. Secondary Employment Permitted:

It is understood between the parties that employment with the Cook County Sheriff's Court Services Department is the employee's primary job. In all instances of secondary employment, employees shall be subject to the Cook County Sheriff's Office (Policy No. 154,) Secondary Employment and the Indemnity Agreement, regarding the regulations concerning secondary employment. Hereto attached as Appendix F.

A request for secondary employment shall be denied, under the following circumstances, when the secondary employment is in an establishment where the primary business is the sale of intoxicating liquor or gambling:

1. The employment includes serving as a bartender and/or dispensing intoxicating liquor.
2. The employment includes serving as a cocktail waitress/waiter.
3. The employment is security related.

4. The Sheriff's Office reasonably believes that the employment will bring discredit upon the department.

Section 12.9. Duty Related Injury:

In the event an Investigator or Administrative Assistant is injured on duty and is unable to perform his/her duties, the employee may be placed on a duty related injury leave until such time as the employee is deemed fit to return to duty. During the time the employee is on a duty related injury leave he/she shall retain all seniority and economic benefits.

Section 12.10 Recording/GPS/AVL Devices:

In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment. The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of discipline.

**ARTICLE XIII
HOURS OF WORK AND OVERTIME**

Section 13.1. Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating the normal workday and workweek, and to provide the basis for calculating overtime pay.

Section 13.2. Regular Work Periods:

The normal work day shall consist of eight (8) consecutive hours. The normal work week shall consist of forty (40) hours in a seven (7) day work week (Sunday through Saturday), with two or more consecutive days off. The Labor Council shall be provided at least thirty (30) days notice prior to any proposed change in the hours worked or work schedules from those which existed as of December 1, 1998, and may, in the Labor Council's sole discretion, issue a demand to bargain over any such change. In the event no agreement is reached on the contemplated changes in the hours worked or work schedules, the Labor Council reserves the right to move the issue directly to impasse arbitration, pursuant to the provisions of the Illinois Public Labor Relations Act.

It is understood that the Employer may adjust the duty hours of bargaining unit members by up to three (3) hours for operational needs.

Section 13.3. Compensatory Time and/or Overtime Compensation:

- A. For the purpose of calculating overtime, all compensated hours, except sick leave, and FMLA shall be counted as hours worked. Employees shall receive overtime at the rate of time and one-half (1 1/2) their normal hourly rate of pay for all hours in excess of eight (8) per day or forty (40) per week.
- B. Effective upon ratification and Board Approval, at the employee's option, time and one-half (1 1/2) overtime may be accumulated as compensatory time due, calculated at the overtime

rate, in lieu of pay. All compensatory time due earned, from whatever source, shall be accumulated to a maximum of two hundred forty (240) hours. All hours earned in excess of two hundred forty (240) shall be paid in cash.

- C. Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.
- D. Effective upon adoption of this agreement, employees shall accrue eight (8) hours of compensatory time for each of the calendar periods where there are no unscheduled absences. Unscheduled absences include the use of unplanned benefit time off including, but not limited to, absent late call, absent no call, emergency personal time and/or any paid or unpaid absences (i.e., where notice is received within twenty-four (24) hours of the start of the employee's shift).

The calendar periods will be as follows:

- 1. December, January, February, March;
- 2. April, May, June, July;
- 3. August, September, October, November.

Section 13.4. Overtime Work:

- A. After Duty Hours may be offered to employees on the basis of seniority among employees who request such work. Each employee shall be selected in turn according to his or her place on the After Duty Hours list, by rotation. An employee requesting to be skipped when it becomes his or her turn to work After Duty Hours shall be rotated to the bottom of the list. An employee who works After Duty Hours shall also be rotated to the bottom of the list. It is understood that, for operational necessities, the employer may, absent volunteers, order any employee to perform After Duty Hours, by reverse seniority.
- B. Employees may be ordered to work overtime provided that such mandatory overtime shall be limited to either emergency conditions, which cannot be deferred or which cannot be performed with other members of this bargaining unit, or because of abnormal peak loads in activities of the Department. The Sheriff, or his designee, will attempt to assign overtime on a voluntary basis to those bargaining unit members who normally work in the affected unit or area of assignment. Such voluntary overtime shall first be offered on a departmental seniority basis. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit, as far as practicable.

Section 13.5. Court Time:

Employees who attend court while off-duty on behalf of the Employer, shall receive two (2) hours of overtime pay or the actual hours worked, whichever is greater.

Section 13.6. Call Back Pay:

Employees who are called back to work, shall receive two (2) hours of overtime pay or the actual hours worked, whichever is greater.

Section 13.7. Command Duty:

The current policy for scheduling Command Duty shall remain in effect.

Section 13.8. Payback Structure:

The parties agree that if at any time any member of this Collective Bargaining Agreement is overcompensated for any reason, the member shall be entitled to structure a payment plan in writing with the Employer, to payback what owed compensation. If an agreement cannot be reached between the member and the employer, the employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than ten (10%) percent of the net salary received over two (2) biweekly pay periods *per* month until paid

**ARTICLE XIV
RATES OF PAY**

Section 14.1. Job Classification:

Employees shall receive the salary provided for their job classification. Employees will be increased to the appropriate step upon completion of the required length of service within the pay grade and job classification. Longevity rate increases shall be based upon length of service with the Employer (Cook County). No other person or persons shall be permitted to perform the work of this bargaining unit job classification, except in emergency situations or circumstances beyond the control of the Employer; nor shall the Employer transfer employees from other positions within the County or the Sheriff's Department to do bargaining unit work.

Section 14.2. Wage Rates:

All employees who were members of the bargaining unit as of December 1, 2017 and who are still in a pay status with the Employer as of the date of the County's ratification of this Agreement, or who have retired from the bargaining unit subsequent to December 1, 2017 shall receive retroactive wage increases as in Appendix A. In addition, Investigators shall receive longevity Step increases in accordance with the Wage Schedule herein attached as Appendix A.

Effective upon ratification of this agreement by both parties all active employees will receive a lump sum payment of \$1200.00

Effective the first full pay period on or after December 1, 2018 of this agreement, an entry level step 10% below current first step will be created. The wage rates set forth in the salary schedules in Appendix A have been adjusted to reflect the creation of the new entry level step ten percent (10%) below the current first step.

No step increases in FY 2019: no change in employee's anniversary date: Step increases will resume in FY20

Administrative Assistants and OPR Senior Investigators

Effective the first full pay period on or after June 1, 2018 the pay rates for all classifications shall be increased 0%

Effective the first full pay period on or after June 1, 2019 the pay rates for all classifications shall be increased 2.0%

Effective the first full pay period on or after June 1, 2020 the pay rates for all classifications shall be increased 2.00%

OPR Investigators (IS2)

Effective the first full pay period on or after June 1, 2018 the pay rates for all classifications shall be increased 0%

Effective the first full pay period on or after December 1, 2019 upgrades to Grade 19 on Schedule 1

Effective the first full pay period on or after June 1, 2020 the pay rates for all classifications shall be increased 2.00%

Section 14.3 Bilingual Pay:

Upon implementation of this Agreement, employees whose assignments regularly required the use of bilingual skills or to use sign language skills in fulfilling their job duties shall receive an additional \$50.00 per month. The determination as to whether or not an employee or a position is entitled to bilingual pay shall be made by the Employer in its sole discretion.

ARTICLE XV HOLIDAYS

Section 15.1. Designation of Holidays:

A. The following days are hereby declared holidays for all employees in the bargaining unit.

1. New Year's Day - January 1
2. Martin Luther King's Birthday - 3rd Monday in January
3. Lincoln's Birthday - February 12
4. President's Day - Third Monday in February
5. Pulaski's Birthday - 1st Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - The fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the board of Commissioners of Cook County that all salaried Cook County employees be granted thirteen (13) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs; however, should a certain holiday fall on a Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

- B. In addition to the above, any other days or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee. The floating holiday will be scheduled in accordance with the procedure for vacation selection as set forth in this Agreement. Use of the floating holiday is restricted to a full day increment.

Section 15.2. Holiday Compensation:

- A. If a scheduled holiday coincides with an employee's regular day off, the employee shall receive one (1) day compensatory time due in lieu of holiday pay.
- B. Employees whose regular work schedule coincides with any of the six major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) and the employee works on said holiday, the employee shall receive one and one half times (1.5x) their hourly rate of pay, for all hours worked, plus an additional eight (8) hours of compensatory time due.

Section 15.3. Holidays in Vacations:

If a holiday falls within an employee's scheduled vacation, such employee will be carried as "Holiday".

**ARTICLE
XVI VACATIONS**

Section 16.1. Vacation Leave:

- A. All employees shall be granted paid vacation, based on their years of service with the Employer, as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st through 6 th	10 working days	20 working days
7th through 14 th	15 working days	30 working days

15th or more

20 working days

40 working days

- B. Accruals will be carried out in accordance with the bi-weekly payroll system.
- C. Employees may use only such vacation leave as has been earned and accrued. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.
- D. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- E. In the event an employee has not taken vacation leave as provided, by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County shall be the same as if employment had continued without interruption by Military Service.
- H. Holidays recognized by the Board of Commissioners of Cook County are not counted as part of a vacation.

Section 16.2. Vacation Preference and Scheduling:

Vacations shall be selected by seniority; in the event of a conflict between bargaining unit members, ties will be broken by use of the County Employee identification number.

**ARTICLE XVII
WELFARE BENEFITS**

Section 17.1. Hospitalization Insurance:

The hospitalization insurance plans which are in effect shall remain in effect for the duration of this Agreement as per Appendix C. An explanation booklet of the various health insurance plans shall be prepared and made available to the employees.

The Labor Council will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes.

Section 17.2. Sick Leave:

- A. All employees covered by the terms of this Agreement, shall be granted sick leave with pay at the rate of eight (8) working hours for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed 1400 hours, at the rate of ninety-six (96) working hours per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability or injury, in the immediate family of the employee. Sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for forty (40) consecutive work hours or more for any health reason may be required to undergo examination by the Employer's physician before returning to work, at the Employer's cost. For health related absences of less than forty (40) consecutive work hours, a doctor's statement or proof of illness will not be required except in individual instances where the Sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit to return to work. The Employer may visit the home of the employee for the purpose of verifying the injury or medical reason, whenever doubt exists as to the validity of the absence.
- E. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days, and/or invoke the provision of the Family and Medical Leave Act as provided in this Agreement.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 17.3. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefit. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to

the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan; disability benefits will be reduced by any Worker's Compensation benefits received. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. The employee will not be required to use sick time and/or vacation time for any day of duty disability. However, if after twenty-one (21) days of the injury, the County has not yet made a determination as to the employee's duty disability application, the Union may request a labor-management meeting to discuss the status of the County's review.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive not less than fifty percent (50%) of salary. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree.

Section 17.4. Life Insurance:

All Employees shall be provided life insurance in an amount equal to the employee's annual salary, rounded to the next highest thousand, at no cost to the employee, with the employee having the option to purchase additional insurance up to a maximum of the employee's annual salary.

Section 17.5. Pension Plan:

Pension benefits for employees shall be provided by the Cook County Employees Benefit and Annuity program.

Section 17.6. Dental and Vision Benefits:

The County agrees to provide a dental and vision plan to its employees. All employees will be eligible to participate in any dental and optical plan offered by the County.

Section 17.7 Bereavement Leave:

- A. The Employee shall have to submit one of the following as proof to the Employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, Obituary or a Certificate of Death.
- B. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes mother, father, (including in-laws) husband, wife, child (including step, foster, adopted), brothers, sisters, grandchildren, grandparents, or such persons who have reared the employee.
- C. Leave requested to attend the funeral for someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation, personal leave or compensatory time due of the employee making the request.

Section 17.8. Maternity/Paternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff or his designee.

Section 17.9. Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 17.10. Short Term Disability Benefit:

The County agrees to provide a voluntary short-term disability product by December 1, 2018 (similar/comparable to the short-term disability product offered by AFLAC).

**ARTICLE XVIII
ADDITIONAL BENEFITS**

Section 18.1. Election Day:

An employee who is a registered voter will receive two (2) hours time off (without pay) during his/her regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 18.2. Personal Days:

Employees will accrue personal days at the rate of 1.24 hours per pay period (bi-weekly). Two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters.

Personal days shall not be used as additional vacation leave, if the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may be used consecutively and/or as additional vacation leave with permission from the Sheriff/designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee and are subject to approval of the Sheriff or his designee.

Severance of employment shall terminate all rights to accrued personal days.

Section 18.3. Mileage:

The Employer shall reimburse employees using their personal automobile for work in accordance with the Cook County Travel Reimbursement policy. Such rate shall be adjusted, as necessary, to ensure that employees are paid the maximum allowable by County.

Section 18.4. Use of Leave Time:

Employees may use vacation time, sick leave, compensatory time, and personal days in minimum increments of one hour.

Section 18.5 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall first be required to use accumulated paid time off ("PTO"), including sick, vacation, compensatory, personal and floating holidays prior to going on any unpaid leave, including leave pursuant to the Family and Medical Leave Act ("FMLA").

**ARTICLE XIX
DURATION**

Section 19.1. Term:

This Agreement shall become effective on December 1, 2017 and shall remain in effect through November 30, 2020. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached.

Section 19.2. Notice:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Labor Council, then such notice shall be addressed to the following individuals:

- | | |
|---|--|
| 1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602 | 2. Sheriff
Daley Center - Room 704
50 W. Washington
Chicago, IL 60602 |
| 3. Chief, Bureau of Human Resources
118 N. Clark Street - Room 840
Chicago, IL 60602 | |

If given by the County to the Labor Council, then such notice shall be addressed to:

Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield, Illinois 62704

Signed and entered into this _____ day of _____, 2018

COUNTY OF COOK:

By: Toni Preckwinkle

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Thomas Dart
THOMAS DART
Cook County Sheriff

David Orr
DAVID ORR
Cook County Clerk

UNION:

Illinois Fraternal Order of Police Labor Council

By: Sander Weiner
Sander Weiner, ILFOPLC Attorney

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

NOV 14 2018

APPENDIX A - WAGE SCHEDULE

Effective December 1, 2018

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
GENERAL**

Grade		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	Years At 5th Step	After 1 Year at 1st Longevity	After 1 Year at 2nd Longevity	After 1 Year at 3rd Longevity
9	Hourly	13,784	15,316	16,011	16,790	17,601	18,412	19,288	19,837	20,066	20,626				
	Bi-Weekly	1,102.72	1,225.28	1,280.88	1,343.20	1,408.08	1,472.96	1,543.04	1,586.96	1,602.88	1,650.08				
	Annual	28,670	31,857	33,302	34,923	36,610	38,296	40,119	41,260	41,674	42,902				
10	Hourly	14,766	16,405	17,172	17,979	18,849	19,755	20,679	21,073	21,296	21,926				
	Bi-Weekly	1,181.28	1,312.40	1,373.76	1,438.32	1,507.92	1,580.40	1,654.32	1,685.84	1,703.68	1,754.08				
	Annual	30,713	34,122	35,717	37,396	39,205	41,090	43,012	43,831	44,295	45,606				
11	Hourly	15,840	17,601	18,412	19,289	20,189	21,187	22,260	22,707	22,916	23,619				
	Bi-Weekly	1,267.20	1,408.08	1,472.96	1,543.12	1,615.12	1,694.86	1,780.80	1,816.56	1,833.28	1,889.52				
	Annual	32,947	36,610	38,296	40,121	41,993	44,068	46,300	47,230	47,665	49,127				
12	Hourly	16,965	18,850	19,755	20,679	21,676	22,790	23,846	24,312	24,555	25,301				
	Bi-Weekly	1,357.20	1,508.00	1,580.40	1,654.32	1,734.08	1,823.20	1,907.68	1,944.56	1,964.40	2,024.08				
	Annual	35,287	39,208	41,090	43,012	45,086	47,403	49,599	50,568	51,074	52,626				
13	Hourly	18,170	20,189	21,187	22,260	23,335	24,392	25,613	26,124	26,374	27,172				
	Bi-Weekly	1,453.60	1,615.12	1,694.96	1,780.80	1,866.80	1,951.36	2,049.04	2,089.92	2,109.92	2,173.76				
	Annual	37,793	41,993	44,068	46,300	48,536	50,735	53,275	54,337	54,857	55,517				
14	Hourly	19,442	21,602	22,790	23,846	25,049	26,235	27,481	28,048	28,327	29,182				
	Bi-Weekly	1,555.36	1,728.16	1,823.20	1,907.68	2,003.92	2,098.80	2,198.48	2,243.84	2,266.16	2,334.56				
	Annual	40,439	44,932	47,403	49,599	52,101	54,568	57,160	58,339	58,920	60,698				
15	Hourly	21,002	23,335	24,392	25,613	26,881	28,231	29,661	30,157	30,465	31,373				
	Bi-Weekly	1,660.16	1,866.80	1,951.36	2,049.04	2,150.48	2,256.48	2,364.88	2,412.56	2,437.20	2,509.84				
	Annual	43,684	48,536	50,735	53,275	55,912	58,720	61,486	62,726	63,367	65,255				
16	Hourly	22,544	25,049	26,235	27,481	28,795	30,183	31,583	32,234	32,546	33,528				
	Bi-Weekly	1,803.52	2,003.92	2,089.88	2,198.48	2,303.60	2,414.64	2,526.64	2,578.72	2,603.68	2,682.24				
	Annual	46,691	52,101	54,570	57,160	59,893	62,780	65,692	67,046	67,695	69,738				
17	Hourly	24,193	26,881	28,233	29,561	30,936	32,465	34,071	34,736	35,069	36,129				
	Bi-Weekly	1,935.44	2,160.48	2,258.64	2,364.88	2,474.88	2,597.20	2,725.68	2,778.88	2,805.52	2,890.32				
	Annual	50,321	55,912	58,720	61,486	64,346	67,527	70,867	72,250	72,943	75,148				
18	Hourly	25,916	28,795	30,183	31,583	33,154	34,682	36,395	37,139	37,491	38,651				
	Bi-Weekly	2,073.28	2,303.60	2,414.64	2,526.64	2,652.32	2,774.56	2,911.60	2,971.12	2,999.28	3,092.08				
	Annual	53,905	59,893	62,780	65,692	68,960	72,138	75,701	77,249	77,981	80,394				
19	Hourly	28,425	31,583	33,154	34,682	36,395	38,115	39,942	40,549	40,945	42,185				
	Bi-Weekly	2,274.00	2,526.64	2,652.32	2,774.56	2,911.60	3,049.20	3,195.36	3,243.92	3,275.60	3,374.80				
	Annual	59,124	65,692	68,960	72,138	75,701	79,279	83,079	84,341	85,165	87,744				
20	Hourly	31,214	34,682	36,395	38,115	39,942	41,827	43,869	44,513	44,944	46,300				
	Bi-Weekly	2,497.12	2,774.56	2,911.60	3,049.20	3,195.36	3,346.16	3,509.52	3,561.04	3,585.52	3,704.00				
	Annual	64,925	72,138	75,701	79,279	83,079	87,000	91,247	92,587	93,483	96,304				
21	Hourly	34,304	38,115	39,942	41,827	43,869	45,951	48,187	48,901	49,388	50,887				
	Bi-Weekly	2,744.32	3,049.20	3,195.36	3,346.16	3,509.52	3,676.08	3,854.96	3,912.08	3,951.04	4,070.96				
	Annual	71,352	79,279	83,079	87,000	91,247	95,578	100,228	101,714	102,727	105,844				
22	Hourly	37,644	41,827	43,869	45,951	48,187	50,425	52,855	53,632	54,165	55,789				
	Bi-Weekly	3,011.52	3,346.16	3,509.52	3,676.08	3,854.96	4,034.00	4,228.40	4,290.56	4,333.20	4,463.12				
	Annual	78,299	87,000	91,247	95,578	100,228	104,884	109,938	111,554	112,663	116,041				
23	Hourly	39,482	43,869	45,951	48,187	50,425	52,855	55,486	56,308	56,869	58,588				
	Bi-Weekly	3,158.56	3,509.52	3,676.08	3,854.96	4,034.00	4,228.40	4,438.88	4,504.64	4,549.52	4,687.04				
	Annual	82,122	91,247	95,578	100,228	104,884	109,938	115,410	117,120	118,287	121,863				

Effective June 1, 2019

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
GENERAL**

<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>		After 1	After 1	After 1
													Year at 1st Longevit y Rate & After 2 Years At 5th Step	Year at 2nd Longevit y Rate & 15 Years Service	Year at 3rd Longevit y Rate & 20 Years Service
9	Hourly	14.080	15.822	16.331	17.128	17.953	18.780	19.675	20.234	20.437	21.039				
	Bi-Weekly	1,124.80	1,249.76	1,306.48	1,370.08	1,436.24	1,502.40	1,574.00	1,618.72	1,634.96	1,683.12				
	Annual	29,244	32,493	33,958	35,622	37,342	39,062	40,924	42,086	42,508	43,761				
10	Hourly	15.081	16.733	17.515	18.339	19.226	20.150	21.093	21.494	21.722	22.366				
	Bi-Weekly	1,204.88	1,338.64	1,401.20	1,467.12	1,538.08	1,612.00	1,687.44	1,719.52	1,737.76	1,789.20				
	Annual	31,326	34,804	36,431	38,145	39,990	41,912	43,873	44,707	45,181	46,519				
11	Hourly	16.157	17.953	18.780	19.575	20.593	21.611	22.705	23.161	23.374	24.091				
	Bi-Weekly	1,292.56	1,436.24	1,502.40	1,574.00	1,647.44	1,728.88	1,816.40	1,852.88	1,869.92	1,927.28				
	Annual	33,606	37,342	39,062	40,924	42,833	44,950	47,226	48,174	48,617	50,109				
12	Hourly	17.304	19.226	20.150	21.093	22.110	23.246	24.323	24.798	25.046	25.807				
	Bi-Weekly	1,384.32	1,538.08	1,612.00	1,687.44	1,768.80	1,859.68	1,945.84	1,983.84	2,003.68	2,084.66				
	Annual	35,992	39,990	41,912	43,873	45,888	48,351	50,591	51,579	52,095	53,678				
13	Hourly	18.533	20.593	21.611	22.705	23.802	24.880	26.125	26.646	26.901	27.715				
	Bi-Weekly	1,482.64	1,647.44	1,728.88	1,816.40	1,904.16	1,990.40	2,090.00	2,131.68	2,152.08	2,217.20				
	Annual	38,548	42,833	44,950	47,226	49,508	51,750	54,340	55,423	55,954	57,647				
14	Hourly	19.831	22.110	23.246	24.323	25.550	26.760	28.031	28.609	28.894	29.768				
	Bi-Weekly	1,586.48	1,768.80	1,859.68	1,945.84	2,044.00	2,140.80	2,242.48	2,286.72	2,311.52	2,381.28				
	Annual	41,248	45,988	48,351	50,591	53,144	55,690	58,304	59,506	60,099	61,913				
15	Hourly	21.422	23.802	24.880	26.125	27.419	28.796	30.162	30.760	31.074	32.000				
	Bi-Weekly	1,713.76	1,904.16	1,990.40	2,090.00	2,193.52	2,303.68	2,412.16	2,460.80	2,485.92	2,560.00				
	Annual	44,557	49,508	51,750	54,340	57,031	59,895	62,716	63,980	64,633	66,500				
16	Hourly	22.995	25.550	26.760	28.031	29.371	30.788	32.215	32.879	33.198	34.188				
	Bi-Weekly	1,839.60	2,044.00	2,140.80	2,242.48	2,349.68	2,463.04	2,577.20	2,630.32	2,655.84	2,735.84				
	Annual	47,829	53,144	55,660	58,304	61,091	64,039	67,007	68,388	69,061	71,131				
17	Hourly	24.677	27.419	28.796	30.162	31.555	33.114	34.752	35.491	35.771	36.852				
	Bi-Weekly	1,974.16	2,193.52	2,303.68	2,412.16	2,524.40	2,649.12	2,780.16	2,834.48	2,861.68	2,948.16				
	Annual	51,328	57,031	59,895	62,716	65,834	69,077	72,284	73,696	74,403	76,652				
18	Hourly	26.434	29.371	30.788	32.215	33.817	35.376	37.128	37.882	38.241	39.424				
	Bi-Weekly	2,114.72	2,349.68	2,463.04	2,577.20	2,705.36	2,830.08	2,969.84	3,030.56	3,059.28	3,153.92				
	Annual	54,982	61,091	64,039	67,007	70,339	73,582	77,215	78,794	79,541	82,001				
19	Hourly	28.994	32.215	33.817	35.376	37.128	38.877	40.741	41.860	41.764	43.029				
	Bi-Weekly	2,319.52	2,577.20	2,705.36	2,830.08	2,969.84	3,110.16	3,259.28	3,308.80	3,341.12	3,442.32				
	Annual	60,307	67,007	70,339	73,582	77,215	80,854	84,741	86,028	86,869	89,500				
20	Hourly	31.839	35.376	37.123	38.877	40.741	42.684	44.746	45.403	45.843	47.228				
	Bi-Weekly	2,547.04	2,830.08	2,969.84	3,110.16	3,259.28	3,413.12	3,579.68	3,632.24	3,667.44	3,778.08				
	Annual	66,223	73,582	77,215	80,864	84,741	88,741	93,071	94,438	95,363	98,230				
21	Hourly	34.990	38.877	40.741	42.684	44.746	46.870	49.151	49.879	50.376	51.905				
	Bi-Weekly	2,799.20	3,110.16	3,259.28	3,413.12	3,579.68	3,749.60	3,932.08	3,990.32	4,030.08	4,152.40				
	Annual	72,779	80,864	84,741	88,741	93,071	97,489	102,234	103,746	104,782	107,962				
22	Hourly	38.397	42.684	44.746	46.870	49.151	51.434	53.912	54.705	55.248	56.905				
	Bi-Weekly	3,071.76	3,413.12	3,579.68	3,749.60	3,932.08	4,114.72	4,312.96	4,376.40	4,419.84	4,552.40				
	Annual	79,855	88,741	93,071	97,489	102,234	108,982	112,136	113,768	114,915	118,362				
23	Hourly	40.272	44.746	46.870	49.151	51.434	53.912	56.596	57.434	58.006	59.760				
	Bi-Weekly	3,221.76	3,579.68	3,749.60	3,932.08	4,114.72	4,312.96	4,527.68	4,594.72	4,640.48	4,780.80				
	Annual	83,765	93,071	97,489	102,234	108,982	112,136	117,719	119,462	120,652	124,300				

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
GENERAL**

Effective June 1, 2020

Grade		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step		After 1 Year at 1st	After 1 Year at 2nd	After 1 Year at 3rd
													Longevit y Rate & 10 Years Service	Longevit y Rate & 15 Years Service	Longevit y Rate & 20 Years Service
9	Hourly	14,341	15,934	16,658	17,469	18,312	19,166	20,069	20,639	20,846	21,480				
	Bi-Weekly	1,147.28	1,274.72	1,332.64	1,397.52	1,464.96	1,532.48	1,605.62	1,651.12	1,667.68	1,716.80				
	Annual	29,629	33,142	34,648	36,335	38,088	39,844	41,743	42,929	43,369	44,636				
10	Hourly	15,362	17,068	17,865	18,706	19,611	20,553	21,515	21,824	22,156	22,812				
	Bi-Weekly	1,228.96	1,365.44	1,429.20	1,495.48	1,568.88	1,644.24	1,721.20	1,753.92	1,772.48	1,824.96				
	Annual	31,952	35,501	37,159	38,908	40,790	42,750	44,751	45,601	46,084	47,448				
11	Hourly	16,480	18,312	19,156	20,069	21,005	22,043	23,159	23,624	23,941	24,573				
	Bi-Weekly	1,318.40	1,464.96	1,532.48	1,605.62	1,680.40	1,763.44	1,852.72	1,889.92	1,907.28	1,965.84				
	Annual	34,276	38,088	39,844	41,743	43,690	45,849	49,170	49,137	49,589	51,111				
12	Hourly	17,650	19,611	20,553	21,515	22,552	23,711	24,809	25,294	25,547	26,323				
	Bi-Weekly	1,412.00	1,568.88	1,644.24	1,721.20	1,804.16	1,895.88	1,994.72	2,023.62	2,043.76	2,105.84				
	Annual	36,712	40,790	42,750	44,751	46,908	49,318	51,602	52,611	53,137	54,751				
13	Hourly	18,904	21,005	22,043	23,159	24,278	25,378	26,648	27,179	27,439	28,269				
	Bi-Weekly	1,512.32	1,680.40	1,763.44	1,852.72	1,942.24	2,030.24	2,131.84	2,174.32	2,195.12	2,261.52				
	Annual	39,320	43,690	45,849	48,170	50,498	52,766	55,427	56,532	57,073	58,799				
14	Hourly	20,228	22,552	23,711	24,809	26,061	27,295	28,592	29,181	29,472	30,361				
	Bi-Weekly	1,618.24	1,804.16	1,896.88	1,994.72	2,084.88	2,183.60	2,287.36	2,334.48	2,357.76	2,428.88				
	Annual	42,074	46,908	49,318	51,602	54,206	56,773	59,471	60,696	61,301	63,150				
15	Hourly	21,650	24,278	25,378	26,648	27,967	29,372	30,755	31,375	31,695	32,640				
	Bi-Weekly	1,748.00	1,942.24	2,030.24	2,131.84	2,237.36	2,349.76	2,460.40	2,510.00	2,535.60	2,611.20				
	Annual	45,448	50,498	52,766	55,427	58,171	61,093	63,970	65,260	65,925	67,891				
16	Hourly	23,455	26,061	27,295	28,592	29,958	31,404	32,859	33,537	33,862	34,882				
	Bi-Weekly	1,876.40	2,084.88	2,183.60	2,287.36	2,396.64	2,512.32	2,628.72	2,682.96	2,708.96	2,780.56				
	Annual	48,786	54,206	56,773	59,471	62,312	65,320	68,346	69,756	70,432	72,554				
17	Hourly	25,171	27,967	29,372	30,755	32,186	33,776	35,447	36,140	36,488	37,589				
	Bi-Weekly	2,013.68	2,237.36	2,349.76	2,460.40	2,574.88	2,702.08	2,835.76	2,881.20	2,918.88	3,007.12				
	Annual	52,355	58,171	61,093	63,970	66,946	70,254	73,729	75,171	75,860	78,185				
18	Hourly	26,983	29,959	31,404	32,859	34,493	36,084	37,865	38,640	39,006	40,212				
	Bi-Weekly	2,157.04	2,396.64	2,512.32	2,628.72	2,759.44	2,886.72	3,029.20	3,091.20	3,120.48	3,216.96				
	Annual	56,083	62,312	65,320	68,346	71,745	75,054	78,759	80,371	81,132	83,640				
19	Hourly	29,574	32,859	34,493	36,084	37,865	39,655	41,556	42,187	42,599	43,890				
	Bi-Weekly	2,365.92	2,628.72	2,759.44	2,886.72	3,029.20	3,172.40	3,324.48	3,374.96	3,407.92	3,511.20				
	Annual	61,513	68,346	71,745	75,054	78,759	82,482	86,436	87,748	88,605	91,291				
20	Hourly	32,475	36,084	37,865	39,655	41,556	43,517	45,641	46,311	46,760	48,171				
	Bi-Weekly	2,598.00	2,886.72	3,029.20	3,172.40	3,324.48	3,481.36	3,651.28	3,704.88	3,740.60	3,853.68				
	Annual	67,548	75,054	78,759	82,482	86,436	90,515	94,933	96,326	97,260	100,195				
21	Hourly	35,690	39,655	41,556	43,517	45,641	47,807	50,134	50,877	51,364	52,943				
	Bi-Weekly	2,855.20	3,172.40	3,324.48	3,481.36	3,651.28	3,824.56	4,010.72	4,070.16	4,110.72	4,235.44				
	Annual	74,235	82,482	86,436	90,515	94,933	99,436	104,278	105,824	106,876	110,121				
22	Hourly	39,185	43,517	45,641	47,807	50,134	52,463	54,990	55,799	56,353	58,043				
	Bi-Weekly	3,133.20	3,481.36	3,651.28	3,824.56	4,010.72	4,197.04	4,399.20	4,463.92	4,508.24	4,643.44				
	Annual	81,463	90,515	94,933	99,436	104,278	109,123	114,379	116,061	117,214	120,729				
23	Hourly	41,077	45,641	47,807	50,134	52,463	54,990	57,726	58,563	59,166	60,955				
	Bi-Weekly	3,286.16	3,651.28	3,824.56	4,010.72	4,197.04	4,399.20	4,618.24	4,686.84	4,733.28	4,876.40				
	Annual	85,440	94,933	99,436	104,278	109,123	114,379	120,074	121,852	123,055	126,786				

Effective December 1, 2018

2017-2020 OPRF

Effective June 1, 2019.

SCHEDULE I
BUREAU OF HUMAN RESOURCES
FOP Office Professional Review ONLY

								Year at 1st	Year at 2nd	Year at 3rd
								Longevity Rate & 10	Longevity Rate & 15	Longevity Rate & 20
								Years Service	Years Service	Years Service
								After 2 Years At 5th Step		
<u>Grade</u>	<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
21 Hourly	35,881	39,868	41,780	43,753	45,892	48,068	50,404	51,152	51,663	53,230
Bi-Weekly	2,870.48	3,189.44	3,342.40	3,500.24	3,671.36	3,845.44	4,032.32	4,092.16	4,133.04	4,258.40
Annual	74,632	82,925	88,902	91,008	95,455	99,981	104,840	106,396	107,459	110,718

Effective June 1, 2020

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
FOP Office Professional Review ONLY**

<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
									Year at 1st Longevity Rate & 10 Years At 5th Step	Year at 2nd Longevity Rate & 15 Years Service	Year at 3rd Longevity Rate & 20 Years Service
21	Hourly	36.599	40.665	42.616	44.828	46.810	49.029	51.412	52.175	52.696	54.295
	Bi-Weekly	2,927.92	3,253.20	3,409.28	3,570.24	3,744.80	3,922.32	4,112.96	4,174.00	4,215.68	4,343.60
	Annual	76,125	84,583	88,641	92,826	97,364	101,980	106,936	108,524	109,607	112,933

Effective December 1, 2018

**SCHEDULE XXV
BUREAU OF HUMAN RESOURCES
SHERIFF INVESTIGATORS - OFFICE OF PROFESSIONAL REVIEW**

		After 1 Year at Maximum Rate & 5 Years Service										
		Year at 1st Longevity Years Service	Year at 2nd Longevity Years Service	Year at 3rd Longevity Years Service	Year at 4th Longevity Years Service	Year at 5th Longevity Years Service	Year at 6th Longevity Years Service	Year at 7th Longevity Years Service	Year at 8th Longevity Years Service	Year at 9th Longevity Years Service	Year at 10th Longevity Years Service	
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>
IS2	Hourly	23.675	26.305	27.554	28.859	30.246	31.704	33.171	34.491	35.863	37.290	38.780
	Bi-Weekly	1,894.00	2,104.40	2,204.32	2,308.72	2,419.68	2,536.32	2,653.65	2,759.28	2,869.04	2,993.20	3,102.40
	Annual	49,244	54,714	57,312	60,028	62,811	65,944	68,995	71,741	74,595	77,503	80,662

Effective December 1, 2019

**SCHEDULE XXV
BUREAU OF HUMAN RESOURCES
SHERIFF INVESTIGATORS - OFFICE OF PROFESSIONAL REVIEW**

		Year at 1st Longevity			Year at 2nd Longevity			Year at 3rd Longevity													
		Rate & 10 Years Service			Rate & 15 Years Service			Rate & 20 Years Service													
		After 2 years at 5th Step			6th Step			7th Step			8th Step			9th Step							
<u>Grade</u>		<u>Entry Rate</u>		<u>1st Step</u>		<u>2nd Step</u>		<u>3rd Step</u>		<u>4th Step</u>		<u>5th Step</u>		<u>6th Step</u>		<u>7th Step</u>		<u>8th Step</u>		<u>9th Step</u>	
IS2	Hourly	28.425	31.583	33.154	34.682	36.395	38.115	39.942	40.549	40.946	42.185										
	Bi-Weekly	2,274.00	2,526.64	2,652.32	2,774.56	2,911.60	3,049.20	3,185.36	3,243.92	3,275.60	3,374.80										
	Annual	68,124	65,692	68,960	72,138	75,701	79,279	83,079	84,341	85,165	87,744										

Effective June 1, 2020.

**SCHEDULE XXV
BUREAU OF HUMAN RESOURCES
SHERIFF INVESTIGATORS - OFFICE OF PROFESSIONAL REVIEW**

												After 1 Year at 1st Longevity Rate & 10 Years Service		After 1 Year at 2nd Longevity Rate & 15 Years Service		After 1 Year at 3rd Longevity Rate & 20 Years Service					
												After 2 years at 5th Step									
<u>Grade</u>		<u>Entry Rate</u>		<u>1st Step</u>		<u>2nd Step</u>		<u>3rd Step</u>		<u>4th Step</u>		<u>5th Step</u>		<u>6th Step</u>		<u>7th Step</u>		<u>8th Step</u>		<u>9th Step</u>	
IS2	Hourly	28.994	32.215	33.817	35.376	37.123	38.877	40.741	41.360	41.764	43.029										
	Bi-Weekly	2,319.52	2,577.20	2,705.36	2,830.08	2,969.84	3,110.16	3,259.28	3,308.80	3,341.12	3,442.32										
	Annual	60,307	67,007	70,339	73,582	77,215	80,864	84,741	86,028	86,869	89,500										

APPENDIX "B-1" DRUG-FREE WORKPLACE POLICY

EFFECTIVE 12/20/02

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I. PURPOSE

The illegal manufacture, distribution, dispensing, sale, transfer, possession or use of drugs or controlled substances is prohibited by federal, state and local law. The Federal Drug-Free Workplace Act of 1988, Title 41, Sections 702-704 are applicable to Cook County Government as a grantee of federal funds. The Cook County Board of Commissioners has adopted a resolution that established a policy to maintain all county government workplaces as drug-free workplaces.

The Department recognizes that pervasive illegal drug use has become a national crisis. Drug use in the workplace poses enormous problems in the areas of public health and safety as well as substantial social and economic costs. The Department must play a key role in "The War On Drugs," not only in terms of its public responsibilities as a law enforcement agency, but also in terms of its responsibilities for employee health and well-being. It is imperative that all sworn employees have the physical stamina and psychological stability to promptly perform all required duties under conditions of duress and possibly even great danger.

The overriding purpose of the criminal justice system is to protect community safety through the apprehension, adjudication and incarceration of lawbreakers. Because of the special status of peace officers in our society, drug use by any officer has a particularly devastating effect on all of law enforcement.

Community confidence in law enforcement agencies could be severely damaged if those charged with safeguarding it were, because of their own drug use, either restrained in or unsympathetic to their mission of interdicting drugs. But drug use by sworn officers could be nothing short of disastrous if it impacts on public safety and the ability of officers to perform their duties. The purpose of this order is to:

- A. Establish a policy to detect, deter and eventually eliminate drug use by sworn employees;
- B. Promulgate Department policy that prohibits the presence of either of the following in an employee's system;
 1. Illegal drugs and controlled substances or their metabolites;
 2. Legally prescribed drugs in excess of prescribed limits.
- C. Set forth policy and procedures governing random, mandatory and reasonable suspicion drug testing of all sworn employees;
- D. Achieve the goal of a safe, efficient and drug-free workplace through a fair, equitable, consistent, confidential and reasonable drug testing policy that ensures due consideration of the rights of employees as well, as their privacy, integrity, reliability and dignity throughout the process for the protection of both employees and the public;

- E. Encourage sworn employees who have drug use problems to participate in the Employee Assistance Program or a drug rehabilitation program prior to detection via the Department's drug testing program;
- F. Provide for confidentiality of testing results;
- G. Decrease absenteeism, injuries on the job, liability and financial burden on employee health and benefit programs;
- H. Ensure the professional credibility, unimpeachable integrity and judgment of sworn employees by providing sanctions for prohibited off-duty conduct which undermines public trust and is inconsistent with on-duty representations;
- I. Promote public confidence in the safety and integrity of all sworn personnel and ensure their fitness for duty;
- J. Discourage and deter any temptation to deviate from acceptable behavior by the implementation of a drug testing program and subsequent disciplinary sanctions that guarantee that the only acceptable course of conduct is complete abstinence from illegal drug and controlled substance use;
- K. Balance the interests of the Department, employees and the general public with a fair, confidential and accurate drug testing program;
- L. Recognize the establishment of the Drug Testing Unit within the Sheriff's Office as a critical component of efforts to combat drug abuse in our society;
- M. Describe responsibilities and procedures relative to the Drug Testing Program;
- N. Institute the use of the Drug Testing Program Notification Form (RDT-92-100) and the Drug Screen Specimen Affidavit Form (RDT-92-101).

II. POLICY STATEMENT

The Department recognizes that the vast majority of its sworn employees are not drug users and will not become drug users. A few are not drug-free, and some could possibly fall prey to the insidious spread of drug use, absent the strong preventive and deterrent effect of a drug-testing program. This policy has not arisen from distrust, but rather from the desire to provide a better working environment.

It is imperative that all sworn employees possess the judgment, dexterity, physical stamina and psychological stability and are capable of devoting constant and uninterrupted attention to the performance of all required duties without risk of harm to themselves, other employees or the public. As a result of its responsibilities, as well as the sensitive nature of its work, the Department has an obligation to eliminate illegal drug use from its workplace.

It is therefore the policy of the Department to take all reasonable measures to maintain a work environment free of the unlawful use of drugs or controlled substances and prevent an otherwise pervasive societal problem from invading the ranks of its sworn employees.

- A. This policy applies to all sworn employees of the Department. For the purposes of this policy and directive, sworn employees (or employees) are defined as persons of any rank or title who are required, or authorized, to carry firearms while on or off duty, and who derive their peace officer powers from their status as deputy sheriffs by virtue of appointment by the Sheriff of Cook County.
- B. The term "drug" or "controlled substance" include, but are not limited to, the following substances and their respective metabolites:
 - 1. Cannabis as defined in 720 ILCS 550/3 (a), or as amended
 - 2. Controlled substances as defined in Chapter 720 ILCS 570/102 (f), or as amended
- C. The unlawful involvement with drugs; the presence in an employee's system of drugs or controlled substances or their metabolites; the use of cannabis or non-prescribed controlled substances; or the abuse of legally prescribed drugs or controlled substances by sworn employees of the Department, at any time, while on or off-duty, are strictly prohibited.
- D. Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a sworn exempt employee or probationary merit employee; or the referral of charges to the Merit Board, by the Sheriff or his designee, seeking the discharge of a sworn merit employee.
- E. This policy does not apply to the use of controlled substances within the limits of a medically valid prescription except where such use is found to be an excessive or abusive use of prescribed controlled substances; legal drugs illegally obtained; multiple prescriptions for controlled substances from one or more physicians; or not in accordance with the "good faith" definition provided in 720 ILCS 570/102 (u).
- F. All sworn employees of the Department shall be subject to urinalysis drug testing on a mandatory, random or reasonable suspicion basis. Employees selected for drug testing are required to cooperate fully in the testing process. The actions listed below, whether they occur during or after the collection or analysis of drug specimens, are violations of this policy: Any such action will be used as a basis for the initiation of a disciplinary action in accordance with Article 11, Section D, of this directive.

1. Refusal to submit to testing;
2. Failure to cooperate;
3. Tampering or attempting to tamper with urine specimens;
4. Adulteration of a test sample;
5. Submission of or attempt to submit a false test sample;
6. Any other activities designed to interfere with, impede or otherwise obstruct drug testing.

G. "Reasonable suspicion" is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to find that a sworn employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulable facts and reasonable, rational inferences drawn from those facts in light of experience. The facts must lead the supervisor to believe that the employee's ability to perform the functions of the job is impaired, or that the employee's ability to perform his/her job safely is reduced.

1. Reasonable suspicion drug testing shall be conducted when a sworn employee has exhibited unusual work habits or behavioral traits and is incapable of performing required duties and a manager or supervisor has furnished written documentation citing specific instances of reasonable and articulable suspicion that the employee is under the influence of drugs or has otherwise violated this policy.
2. Factors to be considered by command and supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs;
 - b. Abnormal conduct or erratic behavior while on-duty;
 - c. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
 - d. Slurred speech or unsteady walking or movement;

- e. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
 - f. Information obtained from reliable and credible sources with personal knowledge which has been independently corroborated.
- H. In addition to random and reasonable suspicion drug testing, mandatory drug testing shall be conducted when a sworn employee:
- 1. Is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units;
 - 2. Qualifies for an extra-departmental training program of more than two weeks duration;
 - 3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days, however if the reason for the absence is medical but other time earned is then, used in the alternative the employee will be subject to testing.
 - 4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or any property damage and sufficient facts exist to support a supervisory finding of reasonable suspicion, or when the circumstances require testing in accordance with existing statutes.
- I. Sworn employees acting in their official capacity as peace officers in undercover roles and as a direct result of their, official assignments shall not be disciplined under, this policy. However, any employee who has reason to believe that an on-duty official capacity activity has, or will result in the presence of a drug or controlled substance in his/her system must submit a confidential written report to the Department Head within 24 hours from the time of exposure. Consideration of reported claims of on-duty exposures shall be limited to life threatening and tactically unavoidable circumstances which are documented and submitted in accordance with the time limits established herein. Failure to report a possible on-duty exposure will negate any claim that a subsequent confirmed positive drug test was the result of an on-duty activity.
- J. The provisions of this policy shall not prevent the Department from conducting medical screenings, with the express written consent of the employee, to monitor exposure to toxic or other unhealthy substances in the workplace or in the

performance of their responsibilities. Any such screenings shall be limited to the specific substances expressly identified in the employee consent form.

III. MANAGEMENT RESPONSIBILITIES

Commanders and supervisors are responsible for the reasonable enforcement of this policy.

- A. Commanders and supervisors shall request approval by the Department Head that a sworn employee be required to submit to a drug test when they have a reasonable suspicion that the employee is under the influence of drugs while on-duty or otherwise in violation of this order and policy.
- B. Any commander or supervisor requesting that an employee be required to submit to a drug test must document, in writing, the facts constituting reasonable suspicion.
- C. A summarized copy of the written report, including the facts constituting reasonable suspicion, shall be furnished to the employee when the employee is ordered to submit to a reasonable suspicion drug test approved by the Department Head.
- D. Commanders and supervisors encountering an employee who refuses an order to submit to a drug analysis upon direct order shall advise the employee of the requirements of this order and the disciplinary consequences of this policy.
- E. Employees reasonably believed to be under the influence of drugs or controlled substances shall be prevented from engaging in further work. Command and supervisory personnel shall arrange for the safe transportation of such employees from the workplace.

IV. EMPLOYEE RESPONSIBILITIES

While the use of medically prescribed drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor before beginning work, when taking prescribed drugs which could foreseeably interfere with the safe and effective performance of duties or operation of Department equipment can result in discipline.

In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required. Each employee shall:

- A. Not report for duty when his/her ability to perform job duties is impaired due to on or off duty drug use;

- B. Notify the Department of his/her conviction for a violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance within 24 hours of such conviction;
- C. Promptly obey an order to submit to a drug testing procedure required by this order.

V. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the Department through the drug testing program are the property of the Department and are confidential communications. They shall not be used or received in evidence, in any criminal proceeding against the employee, obtained, in discovery, or disclosed in any public or private proceedings, except in accordance with the provisions of this order.

- A. Laboratory reports and test results shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential medical folder that shall be securely kept under the control of the Drug Testing Unit. The Unit is authorized to release the contents of the confidential medical folder to the Department Head or Commander of Internal Investigations.
- B. Disclosure of a positive confirmed drug test result without employee consent is authorized when it is:
 - 1. Required in a disciplinary action;
 - 2. Compelled by law or by judicial or administrative process (providing that the employee is given timely written notice by the Department);
 - 3. The information is needed by medical personnel for the emergency diagnosis or treatment of the employee, and the employee is unable to authorize disclosure.
- C. No physician-patient relationship is created between an employee and the Department or any person performing or evaluating a drug test, solely by the establishment, implementation or administration of the drug testing programs conducted in accordance with this order and policy.

VI. TESTING LABORATORY CERTIFICATION

- A. The initial screening of urine specimens and confirmation testing of positive immunoassays required by this policy shall only be conducted by a licensed laboratory that meets the standards appropriate to the application of analytical forensic toxicology. The laboratory must conform to the guidelines of, and be certified to perform urine drug testing by, the Substance Abuse and

Mental Health Services Administration (SAMHSA) and must be licensed by the U.S. Department of Health and Human Services (HHS).

The laboratory must meet the strict standards established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (53FR 11979, 11989) published on April 11, 1988, or as amended. The laboratory must have in its possession a letter of certification from HHS/SAMHSA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the U.S. Department of Health and Human Services Clinical Laboratory.

B. The laboratory contracted for the testing of specimens submitted in accordance with this order shall be required to provide for and employ the following policies, procedures, and personnel:

1. Initial drug screening tests utilizing the EMIT or equally reliable method;
2. Confirmation testing utilizing the Gas Chromatography/Mass Spectrometry (GC/MS) method;
3. Rigorous chain of custody procedures for collection of specimens and for handling specimens during testing and storage;
4. Stringent standards for making the drug testing site secure, for restricting access to all but authorized personnel and providing an escort for any others who are authorized to be on the premises;
5. Precise requirements for quality assurance and performance testing specific to urine specimens for the presence of controlled substances or illegal drugs and their metabolites;
6. Specific educational and experience requirements for laboratory personnel to ensure their competence and credibility as experts on forensic urine drug testing, particularly to qualify them as witnesses in legal proceedings which challenge the finding of the laboratory.

VII. DRUG TESTING UNIT

The Administrator of the Drug Testing Unit shall be responsible for the operation of the drug testing program established by this order in accordance with the Mandatory Guidelines in Appendix "A" of this order and shall also be responsible for:

- A. Assuring that privacy intrusions are minimized during the collection of urine specimens -and that specimens are stored and transported to testing laboratories under such conditions that the quality of the specimens shall not be jeopardized;

- B. Ensuring that the identities of employees whose tests show positive for the presence of a drug or controlled substance are limited to the Department Head or the Commander of Internal Investigations;
- C. Ensuring the development of a computer generated program to select employees for random drug testing;
- D. Assuring rigorous chain of custody procedures for the collection, handling and proper documentation of test specimens during testing and storage;
- E. Ensuring the generation of the random selection listing of personnel to identify employees who are to be directed to submit to drug testing on particular dates and shifts;
- F. Ensuring the notification of the commanders or supervisors of each employee to be tested;
- G. Developing standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program;
- H. Coordination and liaison with the certified testing laboratory contracted by the Department;
- I. Evaluating the program and collecting and compiling anonymous, statistical data including, but not limited to, reporting the number of:
 - 1. Random, reasonable suspicion and mandatory tests;
 - 2. Verified positive test results;
 - 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- J. Assisting in developing employee drug education and prevention programs.

VIII. RANDOM DRUG TESTING SELECTION PROCEDURES

- A. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any sworn employee. Each workday shall present every affected employee with a new opportunity of being required to submit to the random testing program, with a substantially equal statistical chance for all employees on each new day, regardless of samples previously submitted. The selection process shall employ objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.
- B. The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) per cent of the sworn employees who are in the common selection pool.
- C. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- D. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection schedules.
- D. The computerized random selection listing shall be generated from the common selection pool of all sworn employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator or designee of the Drug Testing Unit until such a time as the daily selection for testing list is prepared for notification.

IX. EMPLOYEE NOTIFICATION PROCEDURES

When a commander or supervisor receives notification from the Drug Testing Unit, he/she shall prepare a Drug Testing Notification Form (RDT-92-100) in triplicate and read and explain the contents of the form to the affected employee. The Drug Testing Notification Form shall be distributed as follows:

- A. Original to the affected employee for presentation at the Drug Testing Unit for its retention;
- B. Second copy shall be retained by the affected employee;
- C. Third copy shall be retained by the commander or supervisor of the affected employee in the unit of assignment or detail for 30 days.

The commander/supervisor of an affected employee, when notified that the employee is leaving the unit of assignment to submit the required specimen,

shall immediately contact and inform the Drug Testing Unit that the employee is enroute to the testing site;

X. DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING

A sworn employee who is selected to be tested shall fully cooperate in the completion of all phases of the testing process and shall adhere to the following procedures:

- A. Upon notification that he/she has been selected for drug testing, the employee shall be required to report to the Drug Testing Unit office site in a timely fashion before the conclusion of his/her tour of duty on which the notification was received.

Affected personnel shall report in accordance with the following schedule:

1. First "shift personnel shall report no earlier than 0500 hours and no later than 0800 hours;
 2. Second shift personnel shall report no earlier than 0600 hours and no later than 1400 hours;
 3. Third shift personnel shall report no earlier than 1400 hours and no later than 2000 hours.
- B. Upon arrival at the Drug Testing Unit office, employees shall identify themselves, present their photo identification card and the original Drug Testing Program Notification Form.
- C. Answer all pre-test questions relating to their medical history regarding the use of any/all prescribed drug(s).
- D. Upon completion of the specimen collection process, the employee shall immediately return to duty status.
- E. An affected employee's tour of duty shall not be considered completed until he/she has submitted the required urine specimen.

XI. TEST RESULT PROCEDURES

- A. Confirmation and Reporting of Test Results.
1. All employees shall be notified, in writing, of the results of their drug screening test, whether negative or positive.
 2. A drug screening specimen that initially yields a positive result shall be tested a second time using a gas chromatography/mass spectrometry (GC/MS) test.

3. If the second test confirms the initial positive test result, the employee shall be notified in writing. The notification shall identify the particular drug(s) or controlled substances or their metabolites and shall specify the concentration level.
4. An employee whose confirmation test as specified in paragraph 3, is deemed positive, may, at the employee's own expense, have additional testing conducted On the original test sample. The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that he/she intends to have the confirmation verified by a laboratory of his/her own choice. The laboratory must be certified by the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA).
5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to his/her drug test.
6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.
7. Quantitation for a retest is not subject to a specific cut off level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this policy, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to the employee's selected laboratory by the Department laboratory.
9. If the HHS/SAMHSA certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedures used by the original laboratory, then no further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest. Such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.

10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.
- B. Upon receipt of notification of a positive test result, the Administrator of the Drug Testing Unit or designee shall confidentially notify the Department Head or the Commander of the Internal Investigations Section who shall:
1. Notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drugs (e.g., valid prescriptions, -prescribing physician's statement, etc.).
 2. When necessary, initiate a preliminary investigation to determine the validity of the employee's statement and evidence provided in support of a claim that he/she is presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed at a therapeutic level in accordance with prescription directions, no further action shall be taken.
 - b. In all other instances, the Department Head or the Commander of the Internal Investigations Section shall be notified when the confirmed test results indicate positive evidence of drug usage by the employee. No action shall be taken as the result of a positive test result solely on the basis of an initial screening test procedure.

XII. SEARCHES FOR ILLEGAL DRUGS

In the course of investigations related to this policy, investigative personnel may conduct searches of Department owned property including, but not limited to lockers, desks, briefcases, toolboxes, offices, vehicles, etc. Searches of Department owned property may occur on or off Department premises.

In the course of an investigation under this policy where reasonable grounds exist either by testing positive for substances provided for in this policy or by being arrested for a violation of the Illinois Controlled Substance Act or the Cannabis Control Act, searches of employee owned property may only occur on Department premises or in Department owned vehicles. By accepting employment with, or performing services for the Department, all employees are deemed to have consented to such searches and no further consent shall be necessary.

XIII. EMPLOYEE ASSISTANCE PROGRAM

The Department fully supports the Employee Assistance Program (EAP) and encourages employees who are using illegal or unauthorized drugs or controlled substances to seek the confidential services of the Program. The EAP plays an important role by providing employees an opportunity to eliminate the use of illegal drugs or controlled substances. Referrals can be made to appropriate treatment and rehabilitative facilities who shall follow up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program. Enrollment in, or current participation in, an EAP or other rehabilitation program will not excuse an employee from drug testing programs initiated by this policy and order; nor shall such participation preclude disciplinary action against an employee who tests positive for drug use during the course of any testing procedure required by this order.

XIV. CONFLICT RESOLUTION AND INCLUSION OF APPENDICES

- A. This order and policy supersedes and takes precedence over any existing orders or directives. Any conflict between this order and policy shall be resolved in favor of this order.
- B. Appendices referred to or cited in this order are parts of this order and shall have the same force and effect as any other part of this order and policy.

XV. SAVINGS CLAUSE

If any provision of this policy/order or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation or any other competent authority, such legislation or finding shall not affect the enforceability of any other provisions of this policy/order which shall remain in full force and effect.

APPENDIX "B-2" DRUG-FREE WORKPLACE POLICY
MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING
PROGRAMS
(53 FR 11979, 11989)

EFFECTIVE 12/20/02

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ARTICLE 100 - GENERAL

101 – APPLICABILITY

- (a) These mandatory guidelines apply to all drug testing procedures conducted by this Department in accordance with existing policies and directives.
- (b) Only laboratories certified under the standards established by the U.S. Department of Health and Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) are authorized to perform urine drug testing for the Department.

102 – DEFINITIONS

For the purposes of these guidelines the following definitions are adopted:

Administrator:	The person responsible for the supervision of the Drug Testing Unit and collection site operations.
Aliquot:	A portion of a urine specimen used for testing purposes.
Chain of Custody:	Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose of each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
Collection Site:	A place designated by the Department where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or their metabolites.
Collection Site Person:	A person who instructs and assists individuals at a collection site and who receives and makes an initial examination of the urine specimen provided by those individuals. A collection site person shall have successfully completed training to carry out this function.
Confirmatory Test:	A second analytical procedure to identify the presence of specific drugs, controlled substances or their respective metabolites that is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method.)

Initial Test

(also known as Screening Test): An immunoassay used to eliminate "negative" urine samples from further testing or consideration.

Permanent Record Book: A permanently bound book in which identifying data on each specimen collected at a collection site are permanently recorded in the sequence of collection.

Reason to Believe:

Reason to believe that a particular individual may alter or* substitute the urine specimen.

103 - FUTURE REVISIONS

In order to ensure the full reliability and accuracy of initial and confirmation drug tests, the accurate reporting of test results, and the integrity and efficacy of testing programs, the Department may make changes in these guidelines to reflect improvements in the available science and technology. These changes will be discussed with the affected employee's Union prior to implementation and will be published as adopted from time to time.

ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

201 - THE DRUGS

- (a) Department policy and directives define "drugs" and "controlled substances" as those substances and their respective metabolites, including but not limited to, cannabis as defined in 720 ILCS 550/3 (a), and controlled substances as defined in 720 ILCS 570/102 (0- It does not include drugs used pursuant to a valid prescription or when used as otherwise authorized by law. While this definition encompasses many drugs, it is not feasible to test routinely for all of them. Department drug testing programs shall test for drugs, as follows:

(1) Random drug testing programs shall at a minimum test for marijuana and cocaine;"

(2) Drug testing programs are also authorized to test for opiates, amphetamines, phencyclidine or any drug as defined in 201(a) of these guidelines.

(b) Urine specimens collected pursuant to the policies and directives of the Department shall be used only to test for those drugs included in these guidelines and may not be used to conduct any other analysis or test unless otherwise authorized by law.

(c) These guidelines are not intended to limit additional categories of drugs in the drug testing of sworn employees.

202- SPECIMEN COLLECTION PROCEDURES

- (a) Designation of Collection Site: The drug testing program shall have one or more designated collection sites which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection,

security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.

- (b) Security: Procedures shall be provided for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.
- (c) Chain of Custody: Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- (d) Access to Authorized Personnel Only: No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored. With the exception of personnel authorized to conduct inspections, all authorized visitors and maintenance and service personnel shall be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained.
- (e) Privacy: Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
- (f) Integrity and Identity of Specimen: Collection site personnel shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
 - (1) To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs.
 - (2) When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual, the coordinator of the drug testing program, or any other official who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection. Individuals may also be required to furnish fingerprints for recording and establishing positive identification:
 - (3) If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.

- (4) The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his/her wallet.
- (5) The individual shall be instructed to wash and dry his/her hands prior to urination.
- (6) After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
- (7) The individual may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
- (8) The collection site person shall note any unusual behavior or appearance in the permanent record book.
- (9) In the exceptional event that a Department collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public restroom may be used according to the following procedures: A collection site person of the same gender as the individual shall accompany the individual into the public restroom which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the restroom, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.
- (10) Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 60 milliliters of urine. If there is less than 60 milliliters of urine in the container, the specimen will be discarded and a notation regarding the insufficient amount of specimen collected will be documented on the affidavit form. The donor will be required to provide another specimen in the amount of 60 milliliters in a different specimen collection container. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 60 milliliters of urine, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
- (11) After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his/her hands.

- (12) Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
- (13) If the temperature of a specimen is outside the range of 32.5-37.7 degrees centigrade or 90.5-99.8 degrees Fahrenheit, that is reason to believe that the individual may have altered or substituted the specimen, and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.
- (14) Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted in the permanent record book.
- (15) All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
- (16) Whenever there is reason to believe that a particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon- as possible under the direct observation of a same gender collection site person.
- (17) Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall require the individual to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.
- (18) The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (f)(19) - (f)(22) of this section.
- (19) The collection site person shall place securely, on the bottle, an identification label, which contains the date, the individual's specimen number, and any other identifying information provided or required by the Department.
- (20) The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him/her.
- (21) The collection site person shall enter in the permanent record, book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.

- (22) The individual shall be required to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.
- (23) A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based on a reason to believe that the individual may alter or substitute the specimen to be provided.
- (24) The collection site person shall complete the chain of custody form.
- (25) The urine specimen and chain Of Custody form are how ready for shipment or pickup; If the specimen is not immediately prepared for shipment it shall be appropriately safeguarded during temporary storage.
- (26) While any part of the above chain of custody is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his/her work station momentarily, the specimen and custody form shall be taken with him/her or be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before he/she leaves the site.
- (g) Collection Control: To the maximum extent possible, collection site personnel shall keep the Individual's specimen within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain of custody form each and every time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.
- (h) Transportation to Laboratory: Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date specimens were sealed in the containers for shipment: The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.

203 - SHORT AND LONG TERM SPECIMEN STORAGE

- (a) Short Term Refrigerated Storage: Specimens shall be placed in secure refrigeration units. Temperatures shall not exceed six (6) degrees centigrade. Emergency power equipment shall be available incase of prolonged power failure.
- (b) Long Term Refrigerated Storage: Long term frozen storage (-20 degrees centigrade or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Unless otherwise authorized in writing by higher authority, collection sites and/or drug testing laboratories shall retain and place in properly secured long term frozen storage for a minimum of one (1) year all specimens confirmed positive. Within this one (1) year period, the Department may request the laboratory to retain the specimen for an additional period of time, but if no such request is made, the laboratory may discard the specimen after the end of the one (1) year period, except that the laboratory shall be required to maintain any specimens under legal challenge for an indefinite period of time.

204 - TEST LEVELS

- (a) Initial Test Level: The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.
- (b) Confirmatory Test Levels: AH specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this section for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve, shall be documented in the laboratory record as "greater than highest standard curve value."
- (c) Test Level Revisions: The test levels listed in this section are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations. Any changes in these test levels will be published in a timely fashion.

	Initial test level (ng/ml):	Confirmatory test level (ng/ml)
Amphetamines.....	1,000	500
Cocaine ₁	300	150
Benzodiazepines.....	300	200
Methaqualone	300	200
THC (Cannabinoids) ₂	20	15
Barbiturates.....	300	200
Methadone	300	200
Phencyclidine (PCP)	25	25
Opiates	32000	32000
Propoxyphene.....	300	200

1 Benzoyllecgonine

2 Delta-9-tetrahydrocannabinol-9-carboxylic acid

3 25ng/ml if immunoassay specific for free morphine

205 - REPORTING TEST RESULTS

- (a) The laboratory shall report test results to the Administrator or designee of the Drug Testing Unit within an average of five (5) working days after the receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cut off for each, the specimen number assigned by the Department, and the drug testing laboratory specimen identification number. The results (positive, and negative) for all specimens submitted at the same time to the laboratory shall be reported back to the Administrator or designee at the same time.
- (b) The testing laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- (c) The Administrator or designee may request from the laboratory and the laboratory shall provide quantitation of test results.
- (d) The laboratory may transmit results to the Administrator or designee by various electronic means (e.g., computer, teleprinters, or facsimile) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval systems.
- (e) The laboratory shall send only to the Administrator or designee a final drug test report with the name of the individual responsible for attesting to the validity of the test result.
- (f) Unless otherwise directed by the Department or the Administrator in writing,, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.
- (g) The drug testing laboratory shall never be furnished with the name of the individual to whom a particular drug specimen is associated with. The only exception to this rule will be in those cases in which the individual is the subject of a hearing for disciplinary action as a result of a confirmed positive drug test which will require the testimony of laboratory personnel. The confidentiality provision of the Department's policy, and current written directives will take precedence over this section of the guidelines.

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020

Cook County Benefit Overview

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$100 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In /</i>	\$75 copay	\$75 100 copay

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

Out of Network		
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Drug	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

Vision	Current - Benefits Effective 12/1/2015
<i>Eye Examination</i>	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months

**Either eyeglass lenses OR contact lenses are covered every 12 months*

Cook County Benefit Overview (Cont.)

Dental – HMO	Current – Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19
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Dental – PPO	Current - Benefits Effective 12/1/2015
Annual Deductible	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)
<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

Cook County Benefit Overview (Cont.)

Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Current Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO	Current Effective 12/1/2016
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

Dental	Current Effective 12/1/2016
HMO	\$0
PPO	\$0

Vision	Current Effective 12/1/2016
Vision Plan	\$0

APPENDIX D - Dues Authorization Form

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE**

SPRINGFIELD, ILLINOIS 62704

I, _____, JDE No. _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my employer, County of Cook/Cook County Sheriff, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



APPENDIX E – GRIEVANCE FORM

(use additional sheets if necessary)

Date Filed: _____

Unit: _____

Grievant's Name _____
Last First M.I.

STEP ONE

Date of Incident or Date Known of facts Giving Rise to Grievance: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature _____

FOPLC Representative _____

EMPLOYER'S RESPONSE

Employer Representative Signature _____

Position _____

Person to Whom Response Given _____

Date _____

STEP TWO

Reason for Advancing Grievance: _____

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reason for Advancing Grievance: _____

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reason for Advancing Grievance: _____

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX F - Secondary Employment

Secondary Employment

154.1 PURPOSE AND SCOPE

This policy establishes guidelines for Cook County Sheriff's Office members to follow relating to secondary employment. This policy delineates the circumstances under which members may engage in approved secondary employment, and enumerates certain restrictions pertaining to secondary employment.

154.1.1 DEFINITIONS

Definitions related to the policy include:

Secondary employment - Any activity, external to the Sheriff's Office operations, for which a member is compensated in salary, wages, commission, fees or other value for services performed. This definition shall also apply to members who are self-employed. For purposes of clarification, the following activities are not considered Secondary employment:

- (a) Ownership or transfer of stocks, bonds, or other such instruments in which the member has a personal interest, but not as a stockbroker or in a similar fiduciary capacity.
- (b) Ownership or transfer of real estate in which a member has a personal interest. For purposes of clarification, acting as a real estate broker, agency or salesperson is considered secondary employment.
- (c) Receipt of alimony, separate maintenance, or dependent support payments.
- (d) Receipts of annuities, pensions, or income from life insurance or endowment contracts.
- (e) Receipt of fees for acting as executor, administrator or conservator of any estate, or for acting as a guardian ad litem or trustee.
- (f) Receipt of any inheritance or bequest from any estate or receiving income as a result of beneficial interest in any trust.
- (g) Receipt of royalties from a book publication or any other type of publication.

154.2 POLICY

Secondary employment affects the integrity and operational efficiency of the Sheriff's Office; therefore it must be regulated. The result will benefit the Sheriff's Office, its members and the community. All secondary employment disclosures shall be impartially evaluated and either approved or denied within the guidelines of this policy. Secondary employment may be revoked for cause at any time.

Sheriff's Office members (sworn and civilian) who intend to work secondary employment are required to complete an electronic secondary employment disclosure every year on or before December 1 for secondary employment during the next calendar year. Approved secondary employment will be valid during the next calendar year from January 1 through December 31; approved secondary employment expires at 2400 on December 31.

Secondary Employment

The following shall apply to all approved secondary employment:

- (a) Preferential treatment by the Sheriff's Office or its members shall not be afforded to the employers of Sheriff's Office members engaging in secondary employment.
- (b) The Sheriff's Office will not be liable for the actions or omissions of a member during actual work hours in secondary employment.
- (c) Sheriff's Office members engaged in a security employment capacity will not request or be credited with regular salary or overtime for court related activities (e.g., court appearances, depositions) occurring as a consequence of secondary employment activities.

This policy is not applicable to Sheriff's Office hire backs. Any conflicts of interest in regards to secondary employment shall be resolved in favor of the Sheriff's Office.

154.3 RESTRICTIONS AND LIMITATIONS OF SECONDARY EMPLOYMENT

Working secondary employment is prohibited under the following conditions unless expressly authorized in writing by the respective department head or authorized designee:

- (a) When the agency, business, firm, or establishment for which the member intends to work is not properly registered, licensed or insured as required by law.
- (b) When the member is a probationary member, except promotions within departments (e.g., Officer to Sergeant, Sergeant to Lieutenant).
- (c) Where there is unauthorized use of Sheriff's Office official law enforcement authority, equipment, records, documents, files, vehicles or Sheriff's Office services as a condition of employment.
- (d) When, in the act of performing the secondary employment, the member is required to either directly, or by implication, represent himself or herself as a sworn member of the Sheriff's Office; use a Sheriff's Office vehicle; or wear either Sheriff's Office uniform attire or clothing displaying the Sheriff's Office name or logo. An exception may be made if the affected member has requested and received advanced written consent of the Sheriff or respective department head permitting such appearance during secondary employment.
- (e) When the secondary employment will bring either the Sheriff's Office or the member into disrespect or disfavor, bring discredit upon the Sheriff's Office or cause the member in any way or manner to violate Sheriff's Office policies, procedures, rules or regulations, or any federal, state, county or municipal law or ordinance.
- (f) When secondary employment is in an establishment where the primary business is the sale of liquor or gambling, including working outside the establishment (e.g., parking lot, sidewalk), and the employment is security related, or:
 - 1. The employment includes serving as a bartender and/or dispensing liquor;
 - 2. The employment includes serving as a cocktail waiter/waitress; or
 - 3. The Sheriff's Office deems that the employment will bring discredit upon the Sheriff's Office.

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- (g) When secondary employment working conditions, including hours of work or location would impair the member's efficiency and capabilities as a member of the Sheriff's Office or interfere with the member's ability to respond to emergency calls for the Sheriff's Office.
- (h) When the secondary employment poses a conflict of interest (e.g., acting as an agent of a party pursuing legal action against the Sheriff's Office).
- (i) When the member is engaged in a security related secondary employment capacity at the site of a labor dispute, secondary employment shall be prohibited for the duration of the labor dispute. The member shall, without delay, notify his/her respective department head or the authorized designee, through the chain of command, of the labor dispute. Failure to do so shall result in the revocation of secondary employment and subject the member to disciplinary action and referral to the Office of Professional Review (OPR).
- (j) When the secondary employment involves the use of a Sheriff's Office canine for any purpose.

154.4 MEMBER RESPONSIBILITIES

- (a) Sheriff's Office members who intend on working secondary employment during the upcoming calendar year must complete and submit an electronic secondary employment disclosure to the Department of Human Resources (HR) by December 1 of the current year (e.g., a secondary employment request for 2018 must be submitted electronically by December 1, 2017).
- (b) **Duties and obligations** - The duties and obligations of the member to the Sheriff's Office take priority over any other employment. Members engaging in secondary employment are reminded that their primary responsibility is to the Sheriff's Office. All members are subject to recall at any time under emergency conditions; secondary employment shall not infringe upon this obligation.
- (c) **New secondary employment requests** - Prior to accepting or commencing any secondary employment, permission must be obtained from the respective department head or the authorized designee by submitting an electronic secondary employment disclosure and other required documentation to HR no later than 14 calendar days prior to the effective date of employment. In emergencies, each department head or the authorized designee, at his/her own discretion, may approve secondary employment disclosures submitted less than 14 days prior to the effective date of the secondary employment.
- (d) **Security, traffic control or other law enforcement related secondary employment** - Members applying for approval of secondary employment in any security, traffic control or other law enforcement related employment shall, in addition to fulfilling all of the requirements pertaining to secondary employment, provide an Indemnity Agreement signed by the prospective employer along with a certificate of proof of insurance or self-insurance, assuring the indemnity by that secondary employer. No security related secondary employment shall be approved or permitted under any circumstances until a properly executed Indemnity Agreement and proof of insurance is received by HR. An officer of the

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- business or government agency authorized to enter into such an agreement must execute the Indemnity Agreement. The member's original signed Indemnity Agreement and proof of insurance shall be delivered to HR or scanned and emailed to ccso.secondaryemployment@cookcountyil.gov, with original paperwork to follow, within 14 days of the submission of the secondary employment disclosure.
- (e) **Secondary employment cancellation** - Each member authorized to work secondary employment shall ensure that his/her secondary employment disclosure is accurate and current at all times. Any cancellation in secondary employment shall require that the member notify his/her respective department head or the authorized designee, via written report, through the chain of command of such cancellation.
 - (f) **Secondary employment information, work schedule and contact telephone number** - As a condition of receiving approval of the secondary employment request, the applicant member will authorize the release of all employment information to the Sheriff's Office upon request of the Sheriff, OPR, respective department head or the Director of HR.
 - (g) Any member who is in violation of any of the provisions outlined in this policy or meets any of the criteria that prohibits secondary employment shall, without delay, cease working secondary employment.

154.5 DEPARTMENT RESPONSIBILITIES

- (a) HR shall notify the respective department head of those members who are requesting approval to work secondary employment. The respective department head or the authorized designee shall review the disclosure and all attached documentation to determine a final decision. The respective department head or the authorized designee reviewing secondary employment disclosures shall consider any restrictions or limitations established by this policy, Sheriff's Office policies or procedures, or an applicable collective bargaining agreement.
- (b) The respective department head or the authorized designee shall notify the affected member, in writing, when a request for secondary employment has been approved, denied or revoked.
- (c) Secondary employment may be subject to regular and continual review by supervisors, the respective department head or the authorized designee, The Attendance Review Unit, and/or HR. The review should include:
 - 1. The consideration of the denial or revocation criteria contained in this policy and any other restrictions or limitations established by this policy, Sheriff's Office policies and procedures or an applicable collective bargaining agreement.
 - 2. Any disciplinary history or attendance of the requesting member relevant to secondary employment including but not limited to revocation of law enforcement powers (if secondary employment is security related). In addition, the respective department head should ensure that a review will be completed upon the occurrence of relevant disciplinary action or attendance deficiency and upon any change in the member's employment status relevant to discipline (e.g., the member is de-deputized).

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3. Employment status changes (e.g., duty injury, duty accommodations/restrictions, ordinary disability, leave, FMLA).
- (d) If a member has a change in employment status, the respective department head or the authorized designee may suspend the approved secondary employment, if necessary, and should re-evaluate upon the return of the member to full duty status.

154.6 DENIAL/REVOCATION OF SECONDARY EMPLOYMENT

- (a) Secondary employment may be denied or revoked when a member:
 1. Demonstrates that secondary employment interferes with the member's ability to perform his/her duties within the Sheriff's Office or is impairing his/her job performance in any manner.
 2. Fails to comply with any of the conditions or regulations set in this policy.
 3. Any other infraction the respective department head or the authorized designee deems detrimental to the Sheriff's Office.
- (b) If a supervisory staff member becomes aware of any infraction listed in this policy, the supervisor may initiate the Secondary Employment Revocation Form through his/her chain of command.
- (c) In the event secondary employment is revoked, the respective department head or the authorized designee shall forward a copy of the Secondary Employment Revocation Form to the affected member. The completed Secondary Employment Revocation Form shall be delivered to HR or scanned and emailed to ccso.secondaryemployment@cookcountyil.gov, with the original to follow, to be retained and used to update the secondary employment database.
- (d) If the Sheriff's Office is made aware that a member continues to work secondary employment following notification of denial or revocation of secondary employment, a referral shall be made to OPR as soon as practicable and the member shall be subject to disciplinary action, up to and including termination.

154.7 SECONDARY EMPLOYMENT REPOSITORY

- (a) HR shall be the central repository for all electronic secondary employment disclosures and any applicable corresponding secondary employment documentation (e.g., Indemnity Agreement, Proof of Insurance, Secondary Employment Revocation Form).
- (b) HR shall track and maintain all secondary employment, including approvals, denials, revocations and disclosures of no secondary employment, within the secondary employment database.
- (c) In the event a member is on a medical leave (e.g., duty injury, disability leave), the member shall notify HR at ccso.secondaryemployment@cookcountyil.gov of his/her intent to work secondary employment, if applicable. The notification shall include the secondary employer name, nature of work and contact information. Upon the members return to work, he/she shall complete an electronic secondary employment disclosure.

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- (d) Any member currently approved for secondary employment who fails to submit an updated annual electronic secondary employment disclosure by December 1 shall not be authorized to continue to work the current secondary employment until the disclosure has been submitted to HR and approved by the respective department head or the authorized designee.



**COOK COUNTY SHERIFF'S OFFICE
INDEMNITY AGREEMENT**

Agreement made this day, _____, between _____
(Date) (Name of Company/Business/Employer)
of _____ the City of _____, County of _____
(Address of Company/Business/Employer)

State of Illinois, herein referred to as indemnitor, and the County of Cook, a body politic and corporate, herein referred to as indemnitee.

In consideration for indemnitee's permission to allow the herein named employee of Cook County to be employed in any capacity for indemnitor, it is hereby agreed:

SECTION ONE

Indemnitor undertakes to indemnify indemnitee against any and all claims, suits, actions, damages, costs, charges and expenses, including court costs and attorney's fees and against all liability, losses and damages of any nature whatsoever, as well as costs accrued by the Cook County Sheriff's Office (CCSO) as a result of events or injuries which occurred as a result of the secondary employment, including but not limited to paid sick leave, pension liability, missed salary, and time taken under the Family and Medical Leave Act, that indemnitee shall or may at any time be put to by reason of the secondary employment of

SECTION TWO

Indemnitor agrees to defend indemnitee against any claims brought or actions filed against indemnitor and/or indemnitee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. In case a claim shall be brought or any action be filed with respect to the subject indemnity herein, indemnitor agrees that indemnitee may employ attorneys of its own selection to appear and defend the claim or action on behalf of the indemnitee, at the expense of indemnitor.

SECTION THREE

Indemnitee agrees to notify indemnitor in writing, within 30 days, by registered mail, at indemnitor's address as stated in this agreement, of any claim made against indemnitee on the obligations indemnified against. Notification shall be effective on the date of mailing.

SECTION FOUR

Indemnitor agrees to reimburse indemnitee for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this indemnity agreement within thirty (30) days. If, after receiving written notice of a claim from CCSO, the indemnitor fails to timely comply with these requirements, the indemnitor shall become immediately liable to CCSO and shall cause a payment to be made to CCSO in an amount equal to three times the amount of the claim submitted, and shall become liable for and pay any fees, costs, and expenses incurred by CCSO in connection therewith, which represents a reasonable amount in light of the anticipated loss that would be caused by the breach and the difficulties of proof of loss.

SECTION FIVE

Indemnitor agrees to pay indemnitee interest at the rate of six percent (6%) per annum on the amount of the loss indemnified against, from the date of the loss until such amount, plus interest, is paid. Indemnitor further agrees to pay indemnitee interest at the same rate on any sums indemnitee is obliged to pay, either in the enforcement of this agreement, or as advance payment or any other payment of any of the loss indemnified against, from the date of such payments until such sums, including interest, are paid.

SECTION SIX

There shall be no modification or change in the terms of this agreement without the written approval of the indemnitee. Cancellation of this agreement may only occur when the indemnitor no longer employs _____ and only upon written acceptance thereof by indemnitee. Cancellation shall not relieve indemnitor from liability for claims, regardless of when made, resulting from occurrences which took place during the period of this agreement.

In witness whereof, the parties have executed this agreement at _____ on this day _____
(Date)

Employer's Name (Print)

Corporate Title

Signature

Date